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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/600,026	06/19/2003	Ka Shun Kevin Fung	2626P	5699
758 7590 02/08/2008 FENWICK & WEST LLP SILICON VALLEY CENTER 801 CALIFORNIA STREET MOUNTAIN VIEW, CA 94041			EXAMINER VYAS, ABHISHEK	
			ART UNIT 3691	PAPER NUMBER
			MAIL DATE 02/08/2008	DELIVERY MODE PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

**Application No.**

10/600,026

**Applicant(s)**

FUNG, KA SHUN KEVIN

**Examiner**

ABHISHEK VYAS

**Art Unit**

3691

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 19 June 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-57 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-57 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 19 June 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date 06/19/2003 and 06/25/2004.
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_.
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_.

**DETAILED ACTION**

**Status of Claims**

1. This action is in reply to the application 10/600,026 filed on 19 June 2003.
2. Claims 1-57 are currently pending and have been examined.
3. Claims 1-57 are rejected.

**Information Disclosure Statement**

4. The Information Disclosure Statements filed on 19 June 2003 and 25 June 2004 have been considered. An initialed copy of the Form 1449 is enclosed herewith.

***Double Patenting***

5. Claims 1-38, 39-43 and 44-57 of this application (10/600,026) conflict with claims 1-39, 40-46 and 47-57 of Application No. 10/600,137 and claims 1-42, 43-50, 51-55 of Application No. 10/601,173  
37 CFR 1.78(b) provides that when two or more applications filed by the same applicant contain conflicting claims, elimination of such claims from all but one application may be required in the absence of good and sufficient reason for their retention during pendency in more than one application. Applicant is required to either cancel the conflicting claims from all but one application or maintain a clear line of demarcation between the applications. See MPEP § 822.
6. A rejection based on double patenting of the "same invention" type finds its support in the language of 35 U.S.C. 101 which states that "whoever invents or discovers any new and useful process .... may obtain a patent therefore..." (Emphasis added). Thus, the term "same invention," in this context, means an invention drawn to identical subject matter. See *Miller v. Eagle Mfg. Co.*, 151 U.S. 186 (1894); *In re Ockert*, 245 F.2d 467, 114 USPQ 330 (CCPA 1957); and *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970).

7. A statutory type (35 U.S.C. 101) double patenting rejection can be overcome by canceling or amending the conflicting claims so they are no longer coextensive in scope. The filing of a terminal disclaimer cannot overcome a double patenting rejection based upon 35 U.S.C. 101.
8. Claims 1-38, 39-43 and 44-57 are provisionally rejected under 35 U.S.C. 101 as claiming the same invention as that of claims 1-39, 40-46 and 47-57 of Application No. 10/600,137 and claims 1-42, 43-50, 51-55 of Application No. 10/601,173. This is a provisional double patenting rejection since the conflicting claims have not in fact been patented.

***Claim Rejections - 35 USC § 112***

9. **Claims 1, 39 and 44** are rejected under 35 U.S.C. § 112, first paragraph, as being of undue breadth. Claim 1 recite a single means of "*defining a complete set*". There are no other steps in the independent claim.

A "single means" claim, i.e. where a means recitation does not appear in combination with another recited element or means, is subject to an undue breadth rejection under 35 U.S.C. 112, first paragraph. See *In re Hyatt*, 218 USPQ 195, (CAFC 1983) and MPEP 2164.08(a).

**2164.08(a) Single Means Claim**

A single means claim, i.e., where a means recitation does not appear in combination with another recited element of means, is subject to an undue breadth rejection under 35 U.S.C. 112, first paragraph. In *re Hyatt*, 708 F.2d 712, 218 USPQ 195 (Fed. Cir. 1983) (A single means claim which covered every conceivable means for achieving the stated purpose was held nonenabling for the scope of the claim because the specification disclosed at most only those means known to the inventor). When claims depend on a recited property, a fact situation comparable to *Hyatt* is possible, where the claim covers every conceivable structure (means) for achieving the stated property (result) while the specification discloses at most only those known to the inventor. Although the court in *Fiers v. Sugano*, 984 F.2d 164, 25 USPQ2d 1601 (Fed. Cir. 1993) did not

decide the enablement issue, it did suggest that a claim directed to all DNAs that code for a specified polypeptide is analogous to a single means claim.

10. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

11. **Claim 1, 39, 44 and 49** is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The preamble in the claim recites a "*method for improving liquidity of transactions for a plurality of contracts*". It is unclear how the claims sets forth to accomplish this goal. The claim simply recites "*defining a complete set*". The claim fails to establish how liquidity is improved. The step of "defining" is vague. It is unclear as to what definition is being assigned to the set.

12. The term "complete set" in **claim 1, 39 and 44** is a relative term which renders the claim indefinite. The term "complete set" is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention.

13. **As per claim 2**, the phrase "a time between the at least one particular time" is vague and indefinite. The extent of time referred to is vague. For a time period to be between a time and one particular time, a beginning and an end time has to be established. For the purpose of examination the phrase will be interpreted to be any time.

14. **As per claim 11 and 48**, the claim recites the term "*capable of*" that renders the claims vague and indefinite.

15. **As per claim 26**, the phrase "*plurality of boundaries*" and "*continuous variable*" are vague and indefinite. The term "*continuous variable*" is indefinite. It is also unclear as to what boundary is being defined or set. The nature of the boundaries, whether is time, price etc. is vague. For the

Art Unit: 3691

purpose of interpretation, the boundaries are being interpreted as the time related to maturity dates of a bond or contract.

16. **As per claim 2 and 40**, the phrase "if necessary" makes the claim vague and indefinite. The phrase makes the scope of the condition vague and indefinite. It is unclear under what condition(s) will the interest rate effect be necessary.
17. **Claim 37** recites the limitation "a bet-odds format". There is insufficient antecedent basis for this limitation in the claim.
18. **Claims 37 and 38**, contain the term "bet-odds format". The term is vague and indefinite as to how it relates to contracts in the specific claim. It is unclear as to what bets are being converted to contracts and what is the format that is the result of the conversion.
19. **Claims 3-36, 41-43 and 45-57** are rejected on their dependencies to claims 1, 39, 44 and 49.

***Claim Rejections - 35 USC § 101***

20. **35 U.S.C. 101 reads as follows:**

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

21. Claims 1-38 are rejected under 35 U.S.C. 101 because they lack a real world tangible result. Claim 1 fails to embody a tangible result. The claimed invention as a whole does not accomplish a practical result. That is, it must produce a "useful, concrete and tangible result." See *State Street*, 149 F.3d at 1373, 47 USPQ2d at 1601-02. Accordingly, a complete disclosure should contain some indication of the practical application for the claimed invention. The mere fact that the claim is just "*defining a complete set*" does not satisfy the requirement of 35 U.S.C. 101. The claim may be interpreted in an alternative as involving no more than a manipulation of an abstract idea and therefore is non-statutory under 35 U.S.C. § 101. The claim recites does not embody a real world output or result. The claimed invention as a whole must produce a "useful, concrete and tangible" result to have a practical application.
22. Claims 2-38 are rejected on their dependency to claims 1.

***Claim Rejections - 35 USC § 103***

23. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

24. **Claims 1, 39, 44 and 49** are rejected under 35 U.S.C. 103 (a) as being unpatentable over Roberts et al (herein after Roberts) United States Patent No.: 4,739,478 (Date of Patent: April 19, 1988) in view of Lancaster United States Patent No. : 6,876,982 B1

25. **As per claims 1, 39, 44 and 49**, Roberts discloses the following limitations:

- the complete set corresponding to a settlement value (see at least Roberts column 3, lines 9-14).
- the settlement value being determined based upon the initial settlement value (see at least Roberts column 1, lines 23-31).

Roberts, does not disclose the following limitations. Lancaster, however, teaches the limitations as follows:

- defining a complete set including the plurality of contracts (see at least Lancaster column 3, lines 15-22).
- the complete set guaranteeing at least an initial settlement value at least one particular time (see at least column 3, lines 64-67; column 4, line 1)

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to specifically include a set of contracts having a specific price calculated or based on a price, quantity and/or value. One would be motivated to do so to get correct information on maturity dates and values before investing into the instrument and creating value (see at least Roberts column 2, lines 46-54).

26. As per claim 2, 40, 45 and 50, Roberts discloses the following limitations:

- the initial settlement value and an interest rate effect, if necessary, wherein the interest rate effect includes an adjustment in a present value based upon an interest rate, the initial settlement value, and a time between the at least one particular time and the settlement value being determined (see at least Roberts column 1, lines 26-31; column 2, lines 1-4; column 4, lines 59-67).

27. As per claims 3, 41, 46 and 51, Roberts discloses the limitation as follows:

- each of the plurality of contracts matures upon at least one particular event occurring (see at least Roberts column 1, lines 44-59).
- wherein the complete set corresponds to at least the settlement value regardless of whether the at least one particular event occurs for any of the plurality of contracts (see at least Roberts column 2, lines 38-42; column 10, lines 25-37).

A contract can mature upon the occurrence of its maturity date. Secured bonds guarantee payments. The purpose of securitized or backed securities is to pay even if there is a lapse in the maturity date. They are low-risk securities.

28. As per claim 4, Roberts discloses the limitation as follows:

- wherein the at least one particular time corresponds to at least a portion of the plurality of contracts maturing (see at least Roberts column 10, lines 33-37)

29. As per claim 5, Roberts discloses the following limitation:

- allowing at least one market participant to trade the complete set for the settlement value (see at least Roberts column 8, lines 33-40; column 3, lines 54-58).

30. As per claim 6, Roberts discloses the following limitation:

- only allowing the at least one market participant to obtain the settlement value in exchange for the complete set upon the plurality of contracts maturing (see at least Roberts column 1, lines 44-48; column 3, lines 54-58).

31. As per claim 7, Roberts discloses the following limitation:



- allowing the at least one market participant to obtain the settlement value upon exchange of the complete set any time before the plurality of contracts mature (see at least Roberts column 1, lines 49-51; column 8, lines 33-40; column 10, lines 33-37).

32. **As per claim 8**, Roberts discloses the following limitation:

- allowing the at least one market participant to obtain the settlement value when the at least one particular event does not occur for any of the plurality of contracts (see at least Roberts column 10, lines 33-37).

A market participant can obtain settlement price or trade a set of contracts whenever it is deemed convenient and profitable, before or at maturity.

33. **As per claim 9**, Roberts discloses a data processing system to trade and exchange bonds.

Roberts does not disclose the following limitation. Lancaster, however discloses the limitation as follows:

- automatically notifying the at least one market participant that the complete set has been obtained (see at least Lancaster column 5, lines 19-21).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to specifically include a step of notifying completion of trade. One would be motivated to do so to inform the customer about the transaction taking place and providing notification of completion in order to avoid redundancy or errors in placing orders (see at least Lancaster column 10, lines 52-60).

34. **As per claim 10**, Roberts discloses a data processing system to trade and exchange bonds.

Roberts does not disclose the following limitation. Lancaster, however discloses the limitation as follows:

- providing an exchange window for allowing at least one market participant to exchange the complete set for the settlement value (see at least Lancaster column 3, lines 5-4).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to specifically include a user interface to trade contracts. One would be

motivated to do so to get correct information on maturity dates and values in a clear and efficient manner through a trading terminal or screen (see at least Lancaster column 7, lines 39-44).

35. **As per claim 11 and 48**, Roberts discloses a data processing system to trade and exchange bonds. Roberts does not disclose the following limitation. Lancaster, however discloses the limitation as follows:

- *wherein* the exchange window is capable of making the exchange when a market for the plurality of contracts in the complete set is unavailable for the exchange (see at least Lancaster column 15, lines 34-43, lines 3-6, 15-23).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to fulfill an exchange contracts in the absence of a market. One would be motivated to do so to hedge against risk and loss or purchase a contract at a low cost in expectations of the market to arrive and allow for a high sale price (see at least Lancaster column 16, lines 25-42).

36. **As per claims 12, 13, 42 and 47**, Roberts discloses a data processing system to trade and exchange bonds. Roberts does not disclose the following limitation. Lancaster, however discloses the limitation as follows:

- providing the exchange window for allowing the at least one market participant to exchange the settlement value for the complete set (see at least Lancaster column 9, lines 32-40).
- wherein the exchange window provides the settlement value in at least one negotiable instrument (see at least Lancaster column 9, lines 45-48).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to specifically provide a cash value or price of the contracts being traded. One would be motivated to do so to get correct information on value, yield, maturity dates and return amounts before investing required amount to complete a trade. An assigned price is important for a successful trade of a contract or bond (see at least Lancaster column 6, lines 45-48).

37. **As per claim 14**, Roberts discloses a data processing system to trade and exchange bonds.

Roberts does not disclose the following limitation. Lancaster, however discloses the limitation as follows:

- wherein the at least one market participant includes a plurality of market participants, and wherein the at least one negotiable instrument is provided to the plurality of market participants having the complete set (see at least Lancaster column 5, lines 30, 59; column 2, lines 1-12).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to specifically provide a cash value or price of the contracts being traded. One would be motivated to do so to get correct information on value, yield, maturity dates and return amounts before investing required amount to complete a trade. An assigned price is important for a successful trade of a contract or bond (see at least Lancaster column 1, lines 48-55).

38. **As per claims 15 and 16**, Roberts discloses the following limitations:

- wherein the exchange window further allows a market participant to exchange at least one contract for a particular contract or contracts (see at least Roberts column 10, lines 25-37).
- the particular contract or contracts is part of the complete set (see at least Roberts column 10, lines 27-29).

39. **As per claim 26**, Roberts discloses the following limitation:

- defining a plurality of boundaries for the plurality of contracts of the continuous variable so that the plurality of contracts in the complete set share the plurality of boundaries (see at least Roberts column 2, lines 42-46; column 10, lines 16-24).

40. **Claims 17-25, 28-29, 52-57** are rejected under 35 U.S.C. 103 (a) as being unpatentable over Roberts et al (herein after Roberts) United States Patent No.: 4,739,478 (Date of Patent: April 19, 1988) in view of Lancaster United States Patent No. : 6,876,982 B1 as applied to claim 1 above

and Altomare et al (herein after Altomare) United States Patent No. : 7,249,075 B1 in view of Maples et al United States Patent No. : 6,381,585 B1.

41. As per claim 17-25, 28, 29 and 52-57, Roberts discloses a data processing system to trade and exchange bonds. Roberts does not disclose the following limitation. Altomare, however discloses the limitation as follows:

- providing a special purpose vehicle for buying and selling at least one of the plurality of contracts (see at least Altomare column 2, lines 4-12; column 7, lines 11-16).
- the step of allowing the special purpose vehicle to buy the complete set (see at least Altomare column 4, lines 9-22).
- the step of allowing the special purpose vehicle to sell the complete set (see at least Altomare column 4, lines 9-22).
- selling the complete set to at least one market participant using the special purpose vehicle based upon a sum of bids and the settlement value (see at least Altomare Figure 9, 10 and 11 and related text).
- the special purpose vehicle is allowed to secure trades when buying and/or selling at least one of the plurality of contracts (see at least Altomare column 9, lines 29-46).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to specifically provide a special purpose entity to reduce exposure to risk. One would be motivated to do so to get higher returns, pay lower taxes and distribute higher dividends (see at least Altomare column 1, lines 65-67; column 2, lines 5-7).

Altomare does not teach the following limitations specifically. Maples however, disclose the teachings as follows:

- buying the complete set from at least one market participant using the special purpose vehicle based upon a sum of offers and the settlement value (see at least Maples column 3, lines 35-53).

- automatically buying the complete set from at least one market participant using the special purpose vehicle when a sum of offers for the complete set is less than or equal to the settlement value (see at least Maples column 3, lines 33-53).
- automatically selling the complete set to at least one market participant using the special purpose vehicle when a sum of bids for the complete set is greater than or equal to the settlement value (see at least Maples column 3, lines 33-50).
- the special purpose vehicle further buys the at least one of the plurality of contracts at a zero price (see at least Maples column 4, lines 18-22, column 7, lines 1-5).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to specifically enable a special purpose entity to trade, buy or sell bonds or options or contracts. One would be motivated to do so to get higher returns, pay lower taxes and hedge against risk (see at least Altamore column 4, lines 24-29).

42. **As per claim 28**, Roberts discloses the following limitation:

- defined to be vertical and more than one winner can exist at each of the portion of the plurality of boundaries (see at least Roberts column 2, lines 38-42; column 3, lines 15-30).

It is well known in the art that bond trades can be staggered to achieve desirable maturity and return results.

43. **As per claims 29 and 30**, Roberts discloses the following:

- plurality of boundaries are defined to have a slope such that more than one winner can exist at each of the portion of the plurality of boundaries (see at least Roberts column 3, lines 65-67).
- a portion of the plurality of boundaries are defined as a curve such that more than one winner can exist at each of the portion of the plurality of boundaries (see at least Roberts column 3, lines 65-67).

44. **Claims 27 and 30-38**, are rejected under 35 U.S.C. 103 (a) as being unpatentable over Roberts et al (herein after Roberts) United States Patent No.: 4,739,478 (Date of Patent: April 19, 1988) in

Art Unit: 3691

view of Lancaster United States Patent No. : 6,876,982 B1 as applied to claim 1 above and Lange United States Patent No.: 6,321,212 B1.

45. **As per claims 27**, Roberts discloses a data processing system to trade and exchange bonds.

Roberts does not disclose the following limitation. Lange, however discloses the limitation as follows:

- a portion of the plurality of boundaries are defined to be vertical such that only one winner can exist at each of the portion of the plurality of boundaries (see at least Lange column 75, lines 1-3).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to specifically provide define a boundary on a variable such as time. One would be motivated to do so to get highest possible returns, for a particular maturity date and hedge against risk (see at least Lange column 39, lines 39-42).

46. **As per claim 31**, Roberts discloses a data processing system to trade and exchange bonds.

Roberts does not disclose the following limitation. Lange, however discloses the limitation as follows:

- defining a boundary between the digital call and the digital put such that the digital call and digital put add together to form a portion of the plurality of contracts in the complete set (see at least Lange column 3, lines 17-22; column 111, lines 7-20).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to specifically call and put options. One would be motivated to do so to get balanced zero sum result (see at least Lange column 3; lines 17-22).

47. **As per claim 32**, Roberts discloses a data processing system to trade and exchange bonds.

Roberts does not disclose the following limitation. Lange, however discloses the limitation as follows:

- presenting bid and offer information of the plurality of contracts to at least one market participant, the bid and offer information being provided in a matrix matching each of the plurality of contracts with any bid or offer for the each of the plurality contracts

ranked in order based upon the price of the bid or offer (see at least Lange column 24, lines 56-63; column 29, lines 35-37; column 30 lines 13-17).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to present bid and offer information in a matrix form. One would be motivated to do so to get a detailed and efficient view bids and prices (see at least Lange column 7, lines 21-23).

48. **As per claim 33-36**, Roberts discloses a data processing system to trade and exchange bonds. Roberts does not disclose the following limitation. Lange, however discloses the limitation as follows:

- each of the plurality of contracts has a discrete outcome (see at least Lange column 22, lines 59-64; column 36, lines 20-32).
- the plurality of contracts are mutually exclusive (see at least Lange column 2, lines 1-4).
- the plurality of contracts are collectively exhaustive (see at least Lange column 2, lines 1-4).
- the complete set defining step is implemented using a computer system (see at least Lange column 30, lines 52-57).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to include details, information and nature of the contracts to be traded. One would be motivated to do so to have a variety of instruments for efficiently trading in the markets and preventing loss or hedge against risk (see at least Lange column 7, lines 35-40; column 8, lines 30-58).

49. **Claims 37-38**, are rejected under 35 U.S.C. 103 (a) as being unpatentable over Roberts et al (herein after Roberts) United States Patent No.: 4,739,478 (Date of Patent: April 19, 1988) in view of Lancaster United States Patent No. : 6,876,982 B1 as applied to claim 1 above and Sireau United States Patent No.: 7,206,762 B2.

50. As per claim 37 and 38, Roberts discloses a data processing system to trade and exchange bonds. Roberts does not disclose the following limitation. Lange, however discloses the limitation as follows:

- converting a plurality of bets from a bet-odds format to the plurality of contracts (see at least Sireau column 3, lines 25-28; column 5, lines 10-32; column 6, lines 3-7).
- converting the plurality of contracts to a bet-odds format (see at least Sireau column 6, lines 3-7; column 3, lines 4-7).

It would have been obvious to one of ordinary skill in the art at the time of the invention to expand the system of Roberts to specifically provide wagering capabilities for financial instruments. Bonds, swaps, foreign exchange are all within the category of contracts and financial derivatives. One would be motivated to do so to provide a customer with multiple financial instruments to earn a higher return on their investments (see at least Sireau column 1, lines 60-63).

#### **Conclusion**

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Abhishek Vyas whose telephone number is 571-270-1836. The examiner can normally be reached on 7:30am-5:00pm EST Mon-Thur, ALT Friday OFF.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on 571-272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the Status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like



Art Unit: 3691

assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199(IN USA OR CANADA) or 571-272- 1000.

Abhishek Vyas

Patent Examiner

01 February 2008

AV

A handwritten signature in black ink, appearing to read 'H. Kazimi', is written over a horizontal line.

HANI M. KAZIMI  
PRIMARY EXAMINER